

EXHIBIT O

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

PAUL MONPLAISIR, on behalf of himself and
all others similarly situated,

Plaintiff,

vs.

INTEGRATED TECH GROUP, LLC and
ITG COMMUNICATIONS LLC,

Defendants.

Case No.: 3:19-cv-01484-WHA

DECLARATION OF RAPHAEL PARRIS

Judge: Hon. William Alsup

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and Putative Class

DECLARATION OF RAPHAEL PARRIS

I, Raphael Parris, have personal knowledge of the facts stated in this declaration and would testify to those facts if called upon to do so.

1. I am an adult resident of West Palm Beach, Florida.

2. I worked as a Technician for Integrated Tech Group, LLC and ITG Communications LLC (collectively "Defendants" or "ITG") in both California and Florida.

3. I worked as a Technician in Florida from approximately November 2017 until May 2018. I then worked as a Technician in California from approximately May 2018 until August 2018.

4. I worked in the San Francisco, California and Boynton Beach, Florida branches.

5. During my time working for ITG as a Technician, I performed various services, all related to the installation and repair of cable services for ITG's client(s). The services included installing cable, Internet and telephone; troubleshooting; running new telephone lines; running coax cables for new outlets; installing ground cable; educating customers on equipment; providing customer service; and replacing and installing drops.

EXPERIENCE WORKING AT ITG AS A FIELD TECHNICIAN

TYPICAL WORK DAY

6. ITG required me to underreport my time, resulting in a substantial number of hours worked for which I was not compensated. ITG told me to enter that my beginning time was typically an hour after I actually started working, and ITG typically required me to enter that I stopped working several hours before I actually stopped working. Specifically, Technician Supervisors, Managers, ITG's Vice President Elias (last name unknown), and Gissel (last name

1 unknown) in Human Resources, instructed me to reduce my true hours worked in order to show
2 higher production and increase my hourly rate.

3 7. ITG notified me of my jobs for the day around 7:00 a.m. through “Tech Net,” which
4 was later replaced by “Tech 360,” which are applications ITG used for managing jobs. In addition
5 to being notified by Tech Net and later Tech 360, both of my Supervisors in Florida, Carmen
6 Augustine and Hemberto Centiro, and my Supervisor in California, Wilgod (last name unknown),
7 would call me if I had not logged in by 7:00 a.m. ITG’s applications are only compatible with an
8 iPhone. When I first started working at ITG, I had an Android phone. I purchased an iPhone
9 through ITG’s payment plan. Every week I paid \$15 for the use of the iPhone and when I stopped
10 working for ITG I had to return the phone. I never owned the phone, although I paid every week to
11 use the phone.
12

13 8. Throughout my time working as a Technician for ITG, I typically arrived to work at
14 approximately 7:00 a.m. each day. My day typically began at the warehouse, where I would load
15 up my truck with equipment. I waited in line for the equipment between forty (40) minutes and one
16 (1) hour each day. This time worked was not recorded.
17

18 9. Approximately one day per week, I was also required to report to the warehouse
19 even earlier so that ITG could perform an inventory of the equipment in my vehicle and so I could
20 obtain additional equipment such as modems, cable boxes, remotes, cable cords, coax cables,
21 telephone line cubes, electrical tap, stickers, signs, nails, silicone, Ethernet cable, amplifiers, tie
22 wrap, ground wire, DVR boxes, grounders (for aerial drops), splitters, fittings, plastic moldings and
23 wood putty from ITG. My Supervisors in Florida, Carmen Augustine and Hemberto Centiro, and
24 my Supervisor in California, Wilgod, instructed me not to enter the time spent during these
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1 inventory check-ins on my time sheets. As a result, I was not paid for those additional hours of
2 work.

3 10. My Supervisors Carmen, Hemberto, and Wilgod required me to attend mandatory
4 weekly meetings to discuss installations and ways to increase productivity. These meetings were
5 typically between one (1) and two (2) hours each week. Sometimes these meetings occurred two
6 (2) times a week. I do not believe that I was paid for attending these meetings.

7
8 11. Typically, ITG assigned me between seven (7) and eight (8) jobs per day. ITG
9 assigned me as many as ten (10) jobs in a single day. ITG limited the allotment of time for each job
10 to a two (2) hour time frame regardless of the scope of work to be performed. Individual jobs
11 typically took between one (1) hour and six (6) hours to complete, however, one job could take an
12 entire day to complete.

13
14 12. There were some days I was assigned my full work load and also had to help other
15 Technicians. ITG did not count jobs originally assigned to other Technicians toward my jobs
16 assigned and completed per day. Therefore, in addition to the jobs assigned to me by ITG, my total
17 jobs for the day could increase as much as one (1) extra job per day. My Supervisors, Carmen,
18 Hemberto, and Wilgod would call me throughout the day to help out other Technicians. I do not
19 believe that I was paid for this time helping other Technicians.

20
21 13. During the course of the day, ITG sometimes added or removed my job assignments
22 from Tech Net, and later Tech 360. Throughout my employment there were many times I would
23 click on an assigned job, accept the job, enter the job location in the GPS, and drive to the
24 customer's home. When I arrived at the job and parked the truck outside the customer's home, I
25 would then sign into the job. Between eight (8) and ten (10) times a week, ITG removed the job
26 from the system after I had already arrived at the customer's home. I typically waited an extra
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thirty (30) minutes for the job to come back, but it rarely did. I would call my Supervisor on duty, either Hemberto, Carmen or Wilgod, to call and complain the job was taken away after I arrived at the customer's home. On many occasions, I called my Supervisor on duty, either Hemberto, Carmen, or Wilgod, to complain that a job had been taken away. My Supervisor Hemberto would tell me to stand by and that he would make a phone call and to hold on. When this happened, I would also call and text Dispatch through Tech Net to complain. The jobs rarely came back. I do not believe that I was paid for the time spent driving to the canceled job or waiting for it to come back.

14. Similarly, jobs were also taken away from me when I was in the middle of a job or had completed the job, but had not yet signed into Tech Net or Tech 360 to enter that I completed the job. I would call the Supervisor on duty, either Hemberto, Carmen, or Wilgod, to complain and this was rarely resolved. I do not believe that I was paid for the time spent on these jobs.

15. After I completed a job, I would drive to the next job. The drive time between jobs in Florida often took between ten (10) minutes and one (1) hour. In California the drive time between jobs often took between thirty (30) minutes and forty-five (45) minutes. I was repeatedly told by each Supervisor -- Hemberto, Carmen and Wilgod -- to report less drive time. I do not believe I was paid appropriately for my drive time.

16. My day usually ended between 7:00 p.m. and 10:00 p.m. I would drive home after completing my last job except for once every other week I would drive to the warehouse after my last job to return equipment and for ITG to check the status of the equipment. This usually took me between three (3) and four (4) hours due to the long lines. I believe this time spent at the warehouse was not reported. As a result, I do not believe I was paid for this time.

18. As a Technician, I usually was not provided with full 30-minute meal periods during the first five (5) hours that I was on duty during which I was able to be relieved of all duties. I was too busy to take meal periods because of ITG's demanding schedule. The number of jobs assigned in a given day, the amount of time jobs typically took to complete, and the pressure placed upon me by Supervisors to complete all daily assignments made it nearly impossible to take a meal break.

1 19. My Supervisors, Hemberto, Carmen and Wilgod, did not enforce a 30-minute meal
2 period. Instead, I was directed by each Supervisor to work through my meal periods. Any time I
3 took to eat would typically take place while I was driving from one job to another, and even then, I
4 was required to have my cellular telephone on me at all times and be available to respond to any
5 work calls.

7 20. Even though my shifts exceeded ten (10) hours, ITG regularly did not provide me
8 with second meal periods either.

9 21. I was considered “on duty” and I generally worked through my meal breaks. I was
0 not compensated for the one hour of premium pay for each workday that the meal periods were not
1 permitted.

22. As a Field Technician, I generally was not provided with full 10-minute rest periods for every four (4) hours worked during which I was relieved of all duties. There was no particular schedule for rest periods. This was true throughout my employment with ITG.

23. My Supervisor instructed me to continue working until each job was finished. Once I would finish one job, I was instructed to move on to the next job. I was not allowed rest breaks.

24. I was considered “on duty” and do not believe I was paid appropriately.

MANDATORY TRAINING

25. ITG required me to attend a full day, mandatory orientation session to familiarize myself to ITG’s policies and practices. The orientation took an entire day to complete and I do not believe that I was compensated for this time.

26. After I completed the orientation session, ITG had me accompany an experienced ITG Technician for one week in order to learn the job assignments. I do not believe I was compensated for all hours worked, even after I complained to my Supervisor.

COMPENSATION

27. While working for ITG, I entered codes and hours through the Penguin application, which was replaced by the Fuse application, for the various job tasks I performed, and each of those codes corresponded to a specific dollar amount.

28. ITG would regularly delete codes for tasks I had completed, or change the codes to a lower paying code. My Supervisors, Hemberto, Carmen and Wilgod, would instruct me not to enter a code at all, even though I completed the corresponding task. In addition, my Supervisors, Hemberto, Carmen and Wilgod, told me not to enter any codes when assisting other Technicians with jobs.

29. My finalized time entries were not accurate and showed a lower number of hours than I actually worked. My time entries either omitted or underreported the actual amount of time I spent: attending orientation and training, working prior to my shifts, taking any meal break, working on jobs that took over two hours, and driving to and between jobs.

1 30. I did not receive accurate wage statements. My pay stubs showed several regular
2 and overtime rates, but they did not reflect my specific task or jobs. My pay stubs did not include
3 all the hours I worked, compensation for missed meals and rest periods, or all of the jobs or tasks I
4 completed.

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6 **BUSINESS EXPENSES**

7 31. In order to do my job, I had to purchase tools and equipment, such as a wireless drill,
8 drill bits, pliers, screwdriver, staple gun, nails, splitters, net gear, many types of cable, boot, pants
9 and a cellular phone through ITG's payment plan. ITG did not provide proper tools necessary to
10 complete the jobs assigned. I purchased tools and supplies and I was not reimbursed, even after
11 providing receipts. I was never reimbursed for these expenses.

12 32. ITG has a Payment Program where ITG loans the funds for the purchase of tools
13 needed to complete jobs assigned by ITG. I signed ITG's Loan Agreement for the iPhone. I did
14 not sign ITG's Loan Agreement for other tools. However, I believe that ITG took money out of my
15 pay check for tools anyway.

16 33. The Penguin system showed deductions for the supplies necessary to purchase in
17 order to complete the jobs assigned by ITG. Once ITG transitioned from using the Penguin
18 application to the Fuse application, I was unable to see the dollar amount deductions taken out of
19 my paycheck for tools and supplies.

20 34. I paid for the majority of the fuel that I needed. ITG sometimes provided fuel cards,
21 but there were restrictions on the amount of fuel I could purchase and restrictions of where I could
22 purchase the fuel. For the majority of the time, ITG did not supply fuel cards and I ended up paying
23 for most of the fuel myself. I was not reimbursed, even after I provided fuel receipts. One of my
24 biggest issues with ITG was paying for fuel. I spent approximately \$250 a week for fuel.
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1 35. I believe that ITG made other deductions from my pay. For example, if a customer
2 called back with the same service issue, or something was not working properly, I believe that
3 replacement parts were deducted. I also believe I was charged for equipment I never lost, and
4 damage to a customer's home that never occurred. I could see the deductions on Penguin and
5 would complain to my Supervisors, Hemberto, Carmen and Wilgod, but these issues would not get
6 resolved. Once ITG transitioned to Fuse, I was not able to see any deductions. I believe that ITG
7 continued to make these deductions.
8

9 **EXPERIENCE WORKING AT ITG AS A TRAVELING TECHNICIAN**

10 36. ITG had me travel outside of my home region to work at various locations, including
11 California. I worked at in San Francisco, California as a Traveling Technician from May 2018 to
12 August 2018. I worked in California for four (4) months.
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14 37. When I worked outside of my home region, ITG only provided me with flights to
15 and from the assigned worksite, a hotel room, twenty-five dollars per diem, and a gas card for up to
16 eighty dollars a week. The per diem amount was insufficient to cover all of my expenses. The gas
17 card was also usually insufficient. I spent an additional \$150 a week to cover my per diem
18 expenses.
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20 38. I often stayed in a cramped hotel room with other Traveling Technicians, and often
21 was required to share a bed or sleep on the floor. Many nights I slept in the living room and did not
22 sleep on a bed.
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24 **EMPLOYMENT**

25 39. ITG required I sign a number of documents in order to work for the company. I felt
26 that if I did not sign the documents, I would not be able to work for ITG.
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I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct and based upon my own personal knowledge.

DocuSigned by:
Raphael Parris
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Raphael Parris